

Form PTO-1595		Attorney Docket No.: YOTTA	
RECORDATION FORM COVER SHEET PATENTS ONLY			
To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of Conveying party(ies): Yotta Networks, Inc. 2201 Avenue K Plano, Texas 75074 Additional name(s) of conveying party(ies) Attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving Party(ies): Name: Lighthouse Capital Partners IV, LP 500 Drakes Landing Road Greenbrae, CA 94904-3011 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> : Assignment <input type="checkbox"/> : Merger <input checked="" type="checkbox"/> : Security Agreement <input type="checkbox"/> : Change of name <input type="checkbox"/> : Other: Execution Date: 09/26/2002			
Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Application No.(s)		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes : <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name Customer No. 44654 Sprinkle IP Law Group P.O. Box 684767 Austin, Texas 78768-4767		6. Total number of Applications and patents involved: 1 7. Total fee (37 CFR 3.41).... \$ 640.00 8. <input checked="" type="checkbox"/> Enclosed 9. <input type="checkbox"/> Authorized to charge the recordation fee or any underpayment to deposit account No. 50-3183. A duplicate copy of this page is attached.	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document</i> Steven R. Sprinkle Reg. No. 40,825 Date 11/18/04		Certificate of Mailing Under 37 C.F.R. 1.8 I hereby certify that this document is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-1450 on November 17 , 2004. Reynetta DeVeau Reynetta DeVeau, PP, PLS, TSC	
Total number of pages including cover sheet, attachments, and document: 5			

Form PTO-1595

Attorney Docket No.: YOTTA

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

SIPLG Docket No.	Application Number
YOTTA1100	09/698,666
YOTTA1100-1	10/138,760
YOTTA1100-2	10/114,564
YOTTA1100-3	10/659,485
YOTTA1180	09/681,849 6,480,316
YOTTA1220	09/681,827 6,697,967
YOTTA1240	09/886,343
YOTTA1250	09/886,518
YOTTA1260	09/682,033
YOTTA1270-1	10/115,564
YOTTA1280-2	10/114,928
YOTTA1280-3	10/114,925
YOTTA1280-4	10/063,301
YOTTA1300-1	10/423,819
YOTTA1300-2	10/423,480
YOTTA1310-1	10/431,663

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and Print Carefully)

A. NAME & PHONE OF CONTACT AT FILER (Required)

Ruth Zemanek-Thelen - 415-464-5916 9340319 (DE)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC Corporation Service CompanySM
P.O. Box 591
Wilmington, DE 19899
(800) 927-9800

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:20 PM 09/26/2002
INITIAL FILING NUM: 2262719 9
AMENDMENT NUMBER: 0000000
SRV: 020599423

1. DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (1a or 1b) - do not abbreviate or provide aliases)

1a. ORGANIZATION'S NAME

Yotta Networks, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2291 Avenue K

CITY

Piero

STATE

TX

POSTAL CODE

75074

COUNTRY

USA

1d. TAX ID # (SSN OR EIN)

75-2866884

1e. ADDITIONAL ORGANIZATION

DEBTOR

1f. TYPE OF ORGANIZATION

Corporation

1g. JURISDICTION OF ORGANIZATION

Delaware

1h. ORGANIZATIONAL ID #, if any

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (2a or 2b) - do not abbreviate or provide aliases)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

USA

2d. TAX ID # (SSN OR EIN)

2e. ADDITIONAL ORGANIZATION

DEBTOR

2f. TYPE OF ORGANIZATION

2g. JURISDICTION OF ORGANIZATION

2h. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR if any) - (Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

500 Drake's Landing Road

CITY

Greenboro

STATE

CA

POSTAL CODE

94904-3011

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "1" attached hereto and made a part hereof.

5. ALTERNATIVE ORGANIZATION IN COMPLIANCE WITH UCC § 9-102(1)(B) (Check one)
6. THIS FINANCING STATEMENT IS FILED AS:
7. CHECKS REQUIRED BY RESEARCH REPORT (DO NOT CHECK)
8. OPTIONAL FILER REFERENCE DATA
LCP Ref# 313848201-BLIP Loan Gen Filed with Sec of State: Delaware 760437-5

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2003)

EXHIBIT "1" TO FINANCING STATEMENT

This **FINANCING STATEMENT** and **SECURITY AGREEMENT** covers all of Debtor's interests in all of the following types or items of property, wherever located and whether now owned or hereafter acquired, and Debtor hereby grants Secured Party a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party, howsoever arising. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both, and that this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party or Debtor:

All assets of the Debtor; all personal property of Debtor;

All "accounts", "general intangibles", "chattel paper", "contract rights", "documents", "instruments", "deposit accounts", "inventory", "farm products", "fixtures" and "equipment", as such terms are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof;

All general intangibles of every kind, including without limitation intellectual property, patents, copyrights, trade names, and trademarks, and the goodwill of the business symbolized thereby, federal, state and local tax refunds and claims of all kinds; all rights as a licensor or licensee or any kind; all customer lists, trade secrets, telephone numbers, processes, proprietary information, and purchase orders, and all rights to purchase, lease, sell, or otherwise acquire or deal with real or personal property and all rights relating thereto;

All returned and repossessed goods and all rights as a seller of goods; all collateral securing any of the foregoing; all deposit accounts, special and general, whether on deposit with Secured Party or others;

All life and other insurance policies, claims in contract, tort or otherwise, and all judgments now or hereafter arising therefrom;

All right, title and interest of Debtor, and all of Debtor's rights, remedies, security and liens, in, to and in respect of all accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, licensor or secured party, and all guarantees and other contracts of suretyship with respect to any accounts and other collateral, and all deposits and other security for any accounts and other collateral, and all credit and other insurance;

All notes, drafts, letters of credit, contract rights, and things in action; all drawings, specifications, blueprints and catalogs; and all raw materials, work in process, materials used or consumed in Debtor's business, goods, finished goods, returned goods and all other goods and inventory of whatsoever kind or nature, any and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof;

All inventory wherever located; all present and future claims against any supplier of any of the foregoing, including claims for defective goods or overpayments to or underpayments by suppliers; all proceeds arising from the lease or rental of any of the foregoing; **INVENTORY RETURNED BY DEBTOR TO ITS SUPPLIERS SHALL REMAIN SUBJECT TO SECURED PARTY'S SECURITY INTEREST;**

All equipment and fixtures, **NONE OF WHICH THE DEBTOR IS AUTHORIZED TO SELL, LEASE OR OTHERWISE DISPOSE OF WITHOUT THE WRITTEN CONSENT OF SECURED PARTY**, including without limitation all machinery, machine tools, motors, controls, parts, vehicles, workstations, tools, dies, jigs, furniture, furnishings and fixtures; and all attachments, accessories, add-ons and property now or hereafter affixed to or used in connection with any of the foregoing, and all substitutions and replacements for any of the foregoing; all warranty and other claims against any vendor or lessor of any of the foregoing;

Yotta Networks, Inc./WOC-1 Financing statement.doc

All investment property;

All books, records, ledger cards, computer data and programs and other property and general intangibles at any time evidencing or relating to any or all of the foregoing; and

All cash and non-cash products and proceeds of any of the foregoing, in whatever form, including proceeds in the form of inventory, equipment or any other form of personal property, including proceeds of proceeds and proceeds of insurance, and all claims by Debtor against third parties for loss or damage to, or destruction of, or otherwise relating to, any or all of the foregoing.

Secured Party agrees that with respect to intellectual property, Secured Party shall forbear from exercising its remedies of foreclosure under the Uniform Commercial Code until there has been an Insolvency Event. "Insolvency Event" means that Debtor has agreed in writing that it is unable to pay its debts as they come due, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy and in the latter case of an involuntary bankruptcy petition only if such petition is not dismissed within sixty (60) days.

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCE. IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER, GENERAL INTANGIBLES OR OTHER ASSETS CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY.

"DEBTOR"

YOTTA NETWORKS, INC.
a Delaware corporation

By: R. C. Revere
Name: Richard C. Revere
Title: Controller

"SECURED PARTY"

LIGHTHOUSE CAPITAL PARTNERS IV, L.P.

BY: LIGHTHOUSE MANAGEMENT PARTNERS IV, L.L.C.,
its general partner

By: Darren Haggerty
Name: Darren Haggerty
Title: Director of Operations

LIGHTHOUSE CAPITAL PARTNERS
500 DRAKE'S LANDING ROAD
GREENBRAE, CA 94904

COMERICA BANK
CALIFORNIA
90-3752/1211

002506

Pay *SIX HUNDRED FORTY AND XX / 100

Date
10/27/2004

Amount
*****640.00*

*To the
Order
of*

Director of US Patent Office

Michael Udey
Nancy E. Jinton
AUTHORIZED SIGNATURE

⑈002506⑈ ⑈121137522⑈ ⑈891575860⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Lighthouse Capital Partners IV, LP					002506
DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
10/27/2004	FILING FEE		640.00	0.00	640.00

CHECK: 002506 10/27/2004 Director of US Patent Office

TOTAL

640.00